November 12, 2001

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ATTACHMENT VII

NUMBER PORTABILITY

[Issue No. VI-1(D), resolved - Language of entire Attachment agreed]

Section 1. Scope.

- 1.1 Each Party acknowledges that its offices in Verizon's former Bell Atlantic territory are 100% LNP capable in the Commonwealth of Virginia. In areas where either Party has not deployed LNP in all offices, the Parties shall negotiate terms for Interim Number Portability ("INP") in accordance with rules and regulations prescribed from time to time by the FCC and the Commission, and the Parties respective company procedures. The Parties shall provide Long-Term Number Portability ("LNP") in accordance with the Applicable Law and this Agreement. In connection with all methods of moving customers' telephone numbers from one Party's switch to the other Party's switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to end users.
- 1.2 **End User Line Charge.** Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge is in accordance with Applicable Law as filed in Verizon's applicable FCC Tariff, as appropriate.

Section 2. Procedures for Providing LNP.

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties will work cooperatively to implement and follow the LNP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

- 2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received the legally mandated form of authorization, if any, from a customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain proof of an end user's authorization, and Party A may request, upon an end user's complaint or as required by Applicable Law, such proof.
- 2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from

its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.

- 2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.
- 2.4 **Porting of Suspended Lines.** Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status.
- 2.5 **Splitting of Number Groups.** If blocks of subscriber numbers (including, but not limited to, DID numbers and Centrex groups) are split in connection with an LNP request, the Parties shall permit such splitting. Verizon and MCIm shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers.
- 2.6 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 2.7 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.
- 2.8 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in Section [2.7], and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 2.9 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. Telephone numbers in NXX codes assigned to mass calling on a choked network may not be ported using LNP technology

but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

2.10 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will perform the LNP database routing query function for the other Party in the event that either Party is unable to perform this function for a call to a number in a portable NXX.

Section 3. Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. In addition, where a Party has activated a significant portion of an entire NXX for a single Customer, and that Customer chooses to receive Telephone Exchange Service from the other Party, the Parties shall cooperate to determine if that NXX should be reassigned in the LERG. Any such transfer (either upon agreement of the Parties or as may be ordered pursuant to the dispute resolution process) will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

Section 4. Cut-overs.

Verizon and MCIm shall cooperate in the process of porting numbers consistent with those guidelines as specified in the Local Number Portability Guidelines of the OBF. Both Parties shall perform LNP switch translations so as to limit end user service outage. Verizon and MCIm will mutually agree upon a cut-over time, for LNP where no 10-digit trigger is used, prior to the actual conversion. For orders that are coordinated, either Party may request a specific conversion time. Further, during the process of porting a Customer using LNP, Party A shall, except in instances where there is no central office line equipment associated with the telephone number (e.g., DID, Remote Call Forwarding, Distinctive Ringing – in which cases the Parties shall coordinate the cutover), implement the ten-digit trigger feature. When Party A receives a request to port a telephone number, Party A shall apply the ten-digit trigger to the porting subscriber's line prior to the confirmed due date. The timing for removal of the line translations and the unconditional ten-digit trigger by Party A, will not occur before 11:59 p.m. of the confirmed due date. The ten-digit trigger must not be removed until the switch translations are changed to reflect the disconnect.

4.1 If MCIm has requested a coordinated conversion, then Verizon will call MCIm one (1) hour before the scheduled time to obtain the go ahead from MCIm. If MCIm is not

ready then Verizon will hold the order and await a supplemental order from MCIm to reschedule or cancel the cut-over. If MCIm gives Verizon the go ahead, Verizon will use its best efforts to commence conversion within 30 minutes of the agreed time.

- 4.2 If MCIm has not requested a coordinated conversion, MCIm must contact Verizon by 7:00 p.m. of the due date to stop the work of porting a number described in this Section [4]. Verizon shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to insure service outage experience by End Users is minimal. If order due date is within 48 hours of the requested change, in addition to sending the LSR supplemental order to make the change, MCIm should verbally advise the RCCC or NOMC of the change.
- 4.3 The processes described in this Section [4] are subject to the change management process.

Section 5. Responsibilities of Underlying Network Provider.

5.1 Coordination with Underlying Network Provider. If the Old Service Provider does not provide the end user's services exclusively through a network owned, operated and controlled by the Old Service Provider (e.g., where the Old Service Provider is providing the end user's services on a resale basis), the New Service Provider shall coordinate all activities between the Old Service Provider and the Underlying Network Provider consistent with applicable OBF guidelines and applicable state regulatory mandates (for example, NYPSC Docket 0188).

Section 6. Cost Recovery for LNP.

6.1 The Parties shall comply with any and all Applicable Law regarding the ability to charge for the requests for or provision of LNP. Pursuant to the FCC rules and regulations regarding LNP, each Party shall bear its own costs in connection with requests for and provision of LNP.

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ATTACHMENT VIII

BUSINESS PROCESS REQUIREMENTS

Section 1. General Business Requirements

1.1 Procedures

[Issue No. IV-47, resolved]

1.1.1 Point of Contact for MCIm Customers

- 1.1.1.1 MCIm shall establish telephone numbers and mailing addresses at which MCIm Customers may communicate with MCIm and shall advise MCIm Customers of these telephone numbers and mailing addresses.
- 1.1.1.2 Except as otherwise agreed to by the Parties, each Party at all times shall be the primary contact and account control for all interactions with its own Customers regarding such Party's services purchased by the Customers. A Party's Customers shall include active Customers as well as those for whom it has service orders pending. Except as otherwise agreed by a Party, such Party shall have no obligation, and may decline, to accept a communication from a Customer of the other Party, including but not limited to, a Customer request for repair or maintenance. With respect to a Party that may receive inquiries from the other Party's Customers, the Party shall not disparage the other Party or its products or services, or provide information about its own products or services during that same inquiry or Customer contact, unless asked by the Customer.

1.1.1.3 [Intentionally Left Blank]

[Issue No. IV-98, resolved]

1.1.1.4 Except as may be permitted under Section 222 of the Act (with respect to Confidential Information that is subject to Section 222), or as otherwise required by Applicable Law, Verizon shall not use MCIm's request for customer information, order submission, or any other aspect of the pre-order, ordering and provisioning, or maintenance and repair processes or any other processes to aid Verizon's marketing or sales efforts. Except as may be permitted under Section 222 of the Act (with respect to Confidential Information that is subject to Section 222), or as otherwise required by Applicable Law, Verizon shall not in any manner share with or disclose to Verizon's retail operations or retail customer representatives any information resulting from, or the occurrence of any

event in, the pre-order, ordering and provisioning, maintenance and repair, or any other processes described in this Agreement.

[Issue No. VI-1(Y), resolved]

1.1.1.5 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties. Pending establishment of a mutually agreed to arrangement, the Parties understand that the end user and not either Party is responsible for payment of alternate billed calls for the intraLATA intrastate calls they make or accept.

[Issue No. IV-48, resolved with Change Management Process]

1.1.2 [Intentionally Left Blank]

[Issue No. IV-48, resolved with Change Management Process]

1.1.3 [Intentionally Left Blank]

[Issue No. IV-48, resolved with Change Management Process]

1.1.4 [Intentionally Left Blank]

[Issue No. VI-1(Z), resolved]

1.1.5 **Dialing Parity** Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

1.2 [Intentionally Left Blank]

[Issue Nos. IV-49, IV-50, & IV-51, resolved with Change Management Process]

1.2.1 [Intentionally Left Blank]

[Issue No. VI-52, resolved]

1.3 Change Management and Control. The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.

[Issue No. IV-51, resolved with Change Management Process]

1.4 [Intentionally Left Blank]

Section 2. Pre-ordering, Ordering, and Provisioning

2.1 General Business Requirements

[Issue No. IV-53, resolved with Change Management Process]

2.1.1 [Intentionally Left Blank]

[Issue No. IV-54, resolved with Change Management Process]

2.1.2 [Intentionally Left Blank]

[Issue No. IV-55, resolved with Change Management Process]

2.1.3 [Intentionally Left Blank]

[Issue No. IV-56, open 11/12/01]

2.1.4 Subscriber Payment History

2.1.4.1 Neither Party shall (a) refuse to migrate a customer to service from the other Party (including porting a Customer's telephone number(s)), or (b) disconnect a Customer from service from the other Party (upon such migration), on the basis of such Customer owing amounts to the Party migrating the service to the other Party. Verizon will make the following customer payment history available in accordance with NCTDE format to the same extent such information is available for Verizon's own use for each person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s):

- 2.1.4.1.1 Applicant's name;
- 2.1.4.1.2 Applicant's address;
- 2.1.4.1.3 Applicant's previous phone number, if any;
- 2.1.4.1.4 Amount, if any, of unpaid balance in applicant's name;
- 2.1.4.1.5 Whether applicant is delinquent on payments;
- 2.1.4.1.6 Length of service with prior local or intraLATA toll provider;

2.1.4.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefor; and,

- 2.1.4.1.8 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment, including the amount of each.
- 2.1.4.2 Verizon will provide such information on the condition that NCTDE only make the information available to the carriers to which the person or entity in question has applied for Telecommunications Service(s).

[Issue No. IV-57, resolved with Change Management Process]

2.1.5 [Intentionally Left Blank]

[Issue No. VI-3(H), resolved]

2.1.6 [Intentionally Left Blank]

[Issue No. IV-58, resolved with Change Management Process]

2.1.7 [Intentionally Left Blank]

[Issue No. IV-59, resolved]

2.1.8 **USOC Codes**. Upon Verizon's receipt from MCIm of an executed non disclosure agreement in form and substance reasonably acceptable to Verizon, Verizon shall provide MCIm with a complete, electronic copy of USOC codes, and an accompanying alphanumeric description of each code, used by Verizon for provision of services (including UNEs) under this Agreement; as of the Effective Date of this Agreement, Verizon acknowledges that it has received an acceptable non-disclosure agreement from MCIm. In addition, the Parties shall continue to cooperate in the change management process to develop a document to show the relationship between USOCs and FIDs.

*

[Issue No. IV-60, resolved with Change Management Process]

2.1.9 [Intentionally Left Blank]

2.2 Service Order Process Requirements

[Issue No. IV-61, resolved with Change Management Process]

2.2.1 [Intentionally Left Blank]

[Issue No. IV-62, resolved with Change Management Process]

2.2.2 [Intentionally Left Blank]

[Issue No. IV-63, resolved with Change Management Process]

2.2.3 [Intentionally Left Blank]

[Issue No. III-16, resolved]

2.2.4 Intercept Treatment and Transfer of Service Announcements

- 2.2.4.1 For Local Resale services and Network Elements (including Combinations and UNE-P), Verizon shall provide unbranded basic intercept treatment and transfer of service announcements to MCIm's subscribers.
- 2.2.4.2 When an end user customer changes its service provider from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to such end user shall provide a referral announcement on the end user's former telephone number that provides the end user's new number or other appropriate information to the extent known. Referral announcements shall be provided reciprocally, free of charge to either Party or the end user to the extent the providing Party does not charge its own end user customers for such service, for the same period of time the providing Party provides its own end user customers when they change their telephone numbers.
- 2.2.4.3 The providing Party shall provide such basic treatment and transfer of service announcement in accordance with its normal policies and procedures for all service disconnects, suspensions, or transfers.

[Issue No. IV-64, resolved]

2.2.5 Desired Due Date ("DDD")

2.2.5.1 Subject to Section 2.2.5.2 below, for services for which a Party has standard intervals, such intervals shall apply, unless the Parties agree otherwise. For services with agreed upon intervals, the purchasing Party shall select on each order the DDD consistent with the agreed upon intervals. For services with variable intervals, the purchasing Party shall select among available due dates, obtained through an electronic interface, for specific services with variable intervals. The providing Party shall not complete the order prior to the DDD. Subject to practical timing limitations on communications between the Parties, the providing Party

shall not complete the order later than the DDD unless authorized by the purchasing Party.

2.2.5.2 If the DDD falls after the standard order completion interval, the providing Party shall complete the order on the DDD.

2.2.5.3 Subsequent to an initial order submission, the purchasing Party may request a new/revised DDD that is earlier than the minimum defined interval. The providing Party shall use reasonable efforts to meet such date and may assess non-discriminatory expedite charges. The Parties agree that expedite orders are not to be used as a mechanism for routine avoidance of the standard DDD or the providing Party's standard interval(s). The Parties shall not use the expedite process to gain a competitive advantage over each other.

[Issue No. IV-65, resolved]

2.2.6 Subscriber Premises Inspections and Installations

2.2.6.1 MCIm shall perform or contract for any needs assessments, including equipment and installation requirements, at the premises of the subscriber, for the provision of MCIm services to such subscribers.

2.2.6.2 Any contract between a Verizon representative and an MCIm end user Customer during a premise inspection or installation shall be subject to Section [1.1.1] above.

[Issue No. IV-66, resolved with Change Management Process]

2.2.7 [Intentionally Left Blank]

[Issue No. IV-67, resolved with Change Management Process]

2.2.8 [Intentionally Left Blank]

[Issue No. IV-68, resolved with Change Management Process]

2.2.9 [Intentionally Left Blank]

[Issue No. IV-69, resolved with Change Management Process]

2.2.10 [Intentionally Left Blank]

[Issue No. VI-3(K), resolved]

2.2.11 Cooperative Testing

2.2.11.1 MCIm and Verizon shall perform testing of UNEs in accordance with generally accepted industry standards and practices for equivalent retail services. Upon reasonable request, based on maintenance and/or billing history, the Parties shall cooperate with respect to testing, trouble isolation and correction in connection with such history.

[Issue Nos. IV-70 & IV-71, resolved with Change Management Process and Issue No. VI-3(I) resolved]

2.2.12 [Intentionally Left Blank]

[Issue Nos. IV-72 & VI-73, resolved with Change Management Process]

2.3 [Intentionally Left Blank]

Section 3. Billing and Recording

- 3.1 Billable Information And Charges
 - 3.1.1 [Intentionally Left Blank]

[Issue No. IV-74, open 11/12/01]

3.1.2 Standard Billing

3.1.2.1 The providing Party will bill services in accordance with this Section [3] and at the rates set forth in Attachment I. The providing Party will use commercially reasonable efforts to provide accurate and auditable electronic bills for wholesale services and to format its electronic bills in accordance with national industry standard specifications, as appropriate. Verizon agrees to provide MCIm with a CABS BOS-BDT formatted electronic bill at no charge for UNE-P services and Network Elements provided under this Agreement. The CABS BOS-BDT bill will serve as the instrument from which MCIm will audit and pay for UNE-P services and Network Elements provided under this Agreement, including the handling of billing disputes. MCIm and Verizon agree to work together to identify and correct errors in the content and format of the CABS BOS-BDT bill format and to share the information necessary to ensure that the final product (i.e., a BOS-BDT formatted bill) is complete, accurate, and meets OBF standards. Verizon agrees to make the BOS-BDT formatted bill the bill of record once the final product is available. Verizon will jurisdictionalize charges in the CABS BOS-BDT bills to the extent possible. Wherever the providing Party is unable to identify the jurisdiction of the service purchased by the purchasing

Party, the Parties will jointly develop a process to determine the appropriate jurisdiction.

- 3.1.2.2 The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the services that were ordered, established, utilized, discontinued or performed during the relevant billing period.
- 3.1.2.3 The providing Party and the purchasing Party will work jointly to establish billing dates ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. The providing Party will transmit all invoices within ten (10) calendar days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, thirty (30) calendar days after the date on which the bill is Loaded and/or received by the purchasing party (the "payment due date"). If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.
- 3.1.2.4 The providing Party will use the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party.
- 3.1.2.5 Except as otherwise specified in this Agreement, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.
- 3.1.2.6 The providing Party and purchasing Party will identify a contact person for the handling of any questions or problems that

may arise during the implementation and performance of the terms and conditions of this Attachment.

3.1.3 **Meet-Point Billing**. The Parties will handle meet point billing as set forth in Attachment I, Section [4.].

[Issue No. IV-74, open 11/12/01]

3.1.4 Collocation

3.1.4.1 Verizon agrees to provide USOC information that will allow MCIm to identify Collocation capital expenditures (e.g., defined as nonrecurring costs associated with building the "cage") incurred under this Agreement. Verizon will identify the Collocation capital expenses in the OCC section of the Collocation bill with specific USOCs.

[Issue Nos. IV-75 & IV-76, resolved with Change Management Process]

3.1.5 [Intentionally Left Blank]

[Issue No. IV-77, resolved with Change Management Process]

Section 4. Intentionally Left Blank

[Issue No. IV-78, resolved with Change Management Process]

Section 5. Intentionally Left Blank

Section 6. Miscellaneous Services & Functions

[Issue No. IV-79, open 11/12/01]

6.1 General Requirements

6.1.1 Basic 911 and E911 General Requirements

Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 shall be provided to MCIm in accordance with Sections [6.1.1] and [6.1.2] below. Notwithstanding the indemnification provisions set forth in Part A of this Agreement, Verizon's liability for indemnification resulting from third-party claims in connection with the provision of such 911 and E911 Services shall be subject to the liability limitations contained in Verizon's applicable 911 Tariffs.

6.1.1.1 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the 911 database system, to determine to which PSAP to route the call.

- 6.1.1.2 If available, Verizon shall offer a third type of 911 Service, 911 using SS7 (S911). All requirements for E911 as set forth herein shall also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local Switch to the S911 tandem.
- 6.1.1.3 Basic 911 and E911 functions provided to MCIm shall be at least at the same level Verizon provides to its subscribers for such functionality.
- 6.1.1.4 Basic 911 and E911 access shall be provided to MCIm in accordance with the following:
 - 6.1.1.4.1 Verizon and MCIm shall conform to all state regulations concerning emergency services.
 - 6.1.1.4.2 For E911, Verizon shall use its current process, as the same may be modified from time to time, to update and maintain subscriber information in the ALI/DMS data base.
- 6.1.1.5 If a jurisdiction has planned for overflow, then Verizon shall provide for such overflow 911 traffic to be routed to Verizon Operator Services or, at MCIm's discretion, directly to MCIm Operator Services.
- 6.1.1.6 Basic 911 and E911 access from the MCIm local Switch shall be provided to MCIm in accordance with the following:
 - 6.1.1.6.1 When ordered by MCIm from Verizon, Verizon shall interconnect direct trunks from the MCIm network to the 911 PSAP, or the E911 tandems as designated by MCIm. Such trunks may alternatively be provided by MCIm.
 - 6.1.1.6.2 In jurisdictions where Verizon has obligations under existing agreements as the primary provider of the 911 Service to a government agency, MCIm shall participate in the provision of the 911 Service as follows:
 - 6.1.1.6.2.1 Each Party shall be responsible for those portions of the 911 Service for which it has control, including any necessary maintenance to each Party's portion of the 911 Service.

- 6.1.1.6.2.2 Verizon shall be responsible for maintaining the E911 database.
- 6.1.1.6.3 If a third party is the primary service provider to a government agency, MCIm shall negotiate separately with such third party with regard to the provision of 911 Service to the agency. All relations between such third party and MCIm are independent of this Agreement and Verizon makes no representations on behalf of the third party.
- 6.1.1.7 If available, Verizon shall provide to MCIm, upon request, the emergency public agency (e.g., police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which MCIm provides service.
- 6.1.1.8 If available to Verizon and for those jurisdictions previously requested by MCIm, Verizon shall transmit to MCIm as soon as practicable all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 6.1.1.9 The following are E911 database requirements:
 - 6.1.1.9.1 If Verizon possesses an MSAG and is not prohibited from providing it to MCIm, it shall provide copies of the MSAG within three (3) business days from the time requested. Copies shall be provided on diskette, magnetic tape, or in a format suitable for use with desktop computers. Updates to the MSAG thereafter will be provided on a monthly basis. In addition, Verizon shall provide to MCIm quarterly refreshes of the MSAG database in its entirety.
 - 6.1.1.9.2 MCIm shall be solely responsible for providing MCIm database records to Verizon for inclusion in Verizon's ALI database on a timely basis.
 - 6.1.1.9.3 Verizon and MCIm shall arrange for the automated input and periodic updating on a mediated access basis of the E911 database information related to MCIm end users to replace the manual data entry process currently used. Verizon shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the MSAG provided that MCIm shall be responsible for the accuracy of

information it provides Verizon. The relevant governmental jurisdiction is responsible for accuracy of the MSAG, and Verizon shall have no responsibility for accuracy of the MSAG. As soon as Technically Feasible, Verizon shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 (or the currently existing version) format for MCIm subscribers.

6.1.1.9.3.1 MCIm shall provide information on new subscribers to Verizon as part of the ordering process. Verizon shall update its database within two (2) business days of receiving the information from MCIm. If Verizon detects an error in the MCIm provided data. the data shall be returned to MCIm within one (1) business day after the error was detected by Verizon. MCIm shall respond to requests from Verizon to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry of the data by Verizon shall be allowed until an interface between the Parties is developed and deployed, and thereafter in the event such interface is not functioning properly. In the event of an E911 database failure, MCIm subscriber E911 information review and entry shall be at Parity.

6.1.1.9.4 MCIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIm end user ALI record information to Verizon or via a third-party entity charged with the responsibility of ALI record transfer. MCIm assumes responsibility for the accuracy of the data that MCIm provides to Verizon.

6.1.1.9.5 Verizon agrees to treat all data on MCIm subscribers provided under this Agreement as Confidential Information in accordance with the terms of Section [10] of Part A and to use data on MCIm subscribers only as provided under this Agreement.

6.1.1.9.6 Upon completion of NENA Telco Identification Code standards, Verizon shall use a Carrier Code (a NENA standard five-character field) on all ALI records received from MCIm. The Carrier Code shall identify the carrier of record in LNP configurations. Prior to completion of the NENA standards,

Verizon shall use the ACNA code obtained from Bellcore's carrier identification code assignments.

6.1.1.9.7 Verizon shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a point of contact for each.

6.1.1.10 Basic 911 and E911 network and trunking requirements.

6.1.1.10.1 Basic 911 and E911 network and trunking requirements are addressed in Attachment IV, Section [1.5] et seq.

6.1.1.10.2 Subject to mutual agreement, Verizon shall provide MCIm with written technical specifications for network interfaces, and technical specifications for database loading and maintenance pursuant to NENA Standards. Verizon shall also cooperate with MCIm on reasonable requests for Rate Center information.

[Issue No. IV-79, open 11/12/01]

6.1.2 Basic 911 and E911 Additional Requirements

- 6.1.2.1 All MCIm lines that have been ported via LNP shall reach the correct PSAP when 911 is dialed. Verizon shall send both the ported number and the MCIm number (if both are received from MCIm) to the PSAP upon an ALI request from the PSAP. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. The MCIm subscriber's directory number may be shown on the "remarks" line of the ALI record.
- 6.1.2.2 Verizon shall work with the appropriate government agency to provide MCIm the ten-digit POTS number of each PSAP which sub-tends each Verizon selective router/911 tandem to which MCIm is interconnected.
- 6.1.2.3 Verizon shall use reasonable efforts to notify MCIm forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCIm 911 Service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 Service.
- 6.1.2.4 MCIm shall be responsible for reporting all errors, defects and malfunctions to Verizon. Verizon shall provide MCIm with the

point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

- 6.1.2.5 Verizon shall provide reasonable notification of any pending tandem moves, NPA splits, or scheduled maintenance outages affecting MCIm 911 Service.
- 6.1.2.6 Verizon shall establish a process for handling "reverse ALI" inquiries by public safety entities.
- 6.1.2.7 Verizon shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.
- 6.1.2.8 Verizon shall provide the ability for MCIm to update 911 database with end user information for lines that have been ported via LNP.

[Issue No. IV-80, open 11/12/01]

- 6.1.3 Directory Assistance Service. Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to MCIm's FGD trunks, or where Verizon uses existing switch features and functions to route OS/DA calls to MCIm's FGD trunks, Verizon shall provide customized routing of OS/DA calls placed by MCIm customers to the particular outgoing trunks and associated routing tables designated by MCIm, using FGD protocol, including trunks terminating at OS/DA platforms designated by MCIm. Where Verizon has not deployed such AIN capability and has not used such existing switch features, Verizon shall provide OS/DA services to MCIm as unbundled network elements. In that instance, upon request by MCIm, the Parties shall negotiate the terms, conditions, and cost-based rates for providing OS/DA services as unbundled Network Elements. Where Verizon provides OS/DA services to MCIm on a resale basis, Verizon shall provide such services at Parity and on a Non-Discriminatory basis.
 - 6.1.3.1 Verizon shall provide for the routing of Directory Assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by MCIm subscribers directly to either the MCIm Directory Assistance service platform or Verizon Directory Assistance service platform as specified by MCIm.
 - 6.1.3.2 MCIm subscribers shall be provided the capability by Verizon to dial the same telephone numbers for access to MCIm Directory Assistance that Verizon subscribers are provided to access Verizon Directory Assistance.

6.1.3.3 If MCIm purchases from Verizon MCIm-branded Directory Assistance service selectively routed to Verizon's Directory Assistance platform, MCIm shall give Verizon prior written notice before terminating that arrangement by selectively rerouting Directory Assistance traffic to another Directory Assistance platform.

- 6.1.3.3.1 Verizon agrees to provide MCIm subscribers with Directory Assistance service at Parity.
- 6.1.3.3.2 Verizon shall notify MCIm in advance of any changes or enhancements to its Directory Assistance service, and shall make available such service enhancements at Parity and on a Non-Discriminatory basis with respect to other CLECs.
- 6.1.3.3.3 Verizon shall provide Directory Assistance to MCIm subscribers in accordance with industry standards. Verizon shall notify MCIm in advance of any changes or enhancements to its Directory Assistance service, and shall make available to MCIm such service enhancements on a nondiscriminatory basis.
- 6.1.3.3.4 Verizon shall provide MCIm with provisioning of Directory Assistance at Parity.
- 6.1.3.3.5 Service levels shall comply, at a minimum, with applicable state regulatory requirements, including those for number of rings to answer and disaster recovery options.

[Issue No. VI-3(J), resolved]

6.1.3.3.6 Intentionally Left Blank

[Issue No. IV-80, open 11/12/01]

- 6.1.3.3.7 Verizon shall provide the following minimum Directory Assistance capabilities to MCIm's subscribers:
 - 6.1.3.3.7.1 Verizon shall provide to MCIm subscribers seeking Directory Assistance the same number of responses and detail of information that it provides its own subscribers.
 - 6.1.3.3.7.2 Upon request by subscriber, call completion to the requested number for local and intraLATA toll

calls shall be returned to the MCIm network. Rating and billing shall be done by MCIm.

6.1.3.3.7.2.1 Upon MCIm's request and if Technically Feasible, Verizon shall provide blocking of Directory Assistance call completion on an ANI specific basis.

6.1.3.3.7.3 Verizon shall populate MCIm listings in the Directory Assistance database in the same manner and in the same time frame as it does for Verizon subscribers.

6.1.3.3.7.4 Any information provided by a Directory Assistance automatic response unit shall be repeated the same number of times for MCIm subscribers as for Verizon subscribers.

6.1.3.3.7.5 Verizon shall instruct MCIm subscribers to call a toll free number for MCIm customer service to request a credit. Verizon shall provide one toll free number for business subscribers and another for residential subscribers.

[Issue No. IV-81, open 11/12/01]

6.1.4 Operator Services. Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to MCIm's FGD trunks, or where Verizon uses existing switch features and functions to route OS/DA calls to MCIm's FGD trunks, Verizon shall provide customized routing of OS/DA calls placed by MCIm customers to the particular outgoing trunks and associated routing tables designated by MCIm, using FGD protocol, including trunks terminating at OS/DA platforms designated by MCIm. Where Verizon has not deployed such AIN capability and has not used such existing switch features, Verizon shall provide OS/DA services to MCIm as unbundled Network Elements. In that instance, upon request by MCIm, the Parties shall negotiate the terms, conditions, and cost-based rates for providing OS/DA services as unbundled network elements. Where Verizon provides OS/DA services to MCIm on a resale basis, Verizon shall provide such services at Parity and on a Non-Discriminatory basis.

6.1.4.1 Verizon shall provide for the routing of 0+ local, 0- and operator transfers for local Operator Services calls dialed by MCIm subscribers directly to either the MCIm Operator Service platform or Verizon Operator Service platform as specified by MCIm.

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6.1.4.2 MCIm subscribers shall be provided the capability by Verizon to dial the same telephone numbers to access MCIm operator service that Verizon subscribers dial to access Verizon Operator Service.

6.1.4.3 If MCIm purchases from Verizon MCIm-branded Operator Services selectively routed to Verizon's Operator Services platform, MCIm shall give Verizon prior written notice before terminating that arrangement by selectively rerouting Operator Services traffic to another Operator Services platform.

6.1.4.3.1 Verizon agrees to provide MCIm subscribers Operator Services and service enhancements at Parity and on a Non-Discriminatory basis.

[Issue No. VI-3(J), resolved]

6.1.4.3.2 Intentionally Left Blank

[Issue No. IV-81, open 11/12/01]

- 6.1.4.3.3 Verizon shall provide the following minimum Operator Service capabilities to MCIm subscribers at Parity.
 - 6.1.4.3.3.1 Completion of 0+ and 0- dialed local calls;
 - 6.1.4.3.3.2 Completion of 0+ intraLATA toll calls;
 - 6.1.4.3.3.3 Completion of calls that are billed to a calling card, with the exception of calls billed to proprietary cards, and MCIm shall designate to Verizon the acceptable types of special billing;
 - 6.1.4.3.3.4 Completion of person-to-person calls;
 - 6.1.4.3.3.5 Completion of collect calls;
 - 6.1.4.3.3.6 The capability for callers to bill to a third party and complete such calls;
 - 6.1.4.3.3.7 Completion of station-to-station calls;
 - 6.1.4.3.3.8 The processing of emergency calls;
 - 6.1.4.3.3.9 The processing of Line Status Verification and Verification and Call Interrupt requests;

- 6.1.4.3.3.10 The processing of operator-assisted Directory Assistance calls;
- 6.1.4.3.3.11 Provision of rate quotes;
- 6.1.4.3.3.12 The processing of time-and-charges requests; and
- 6.1.4.3.3.13 The routing of 0- traffic directly to a "live" operator team.
- 6.1.4.3.3.14 When requested by MCIm and commencing on availability, Verizon shall provide when Technically Feasible, credit on Operator Services calls as provided to Verizon subscribers or shall instruct MCIm subscribers to call a toll free number for MCIm customer service to request a credit. Verizon shall provide one toll free number for business subscribers and another for residential subscribers.
- 6.1.4.3.3.15 Caller assistance for the disabled; and
- 6.1.4.3.3.16 Provision of operator-assisted conference calling, when Technically Feasible.
- 6.1.4.3.3.17 Verizon shall accept and process overflow 911 traffic routed from MCIm to its Verizon Operator Services platform without charge.
- 6.1.4.4 Operator Service shall provide to the extent Technically Feasible MCIm's local service rates when providing rate quote and time-and-charges services when branding MCIm services.
- 6.1.4.5 Verizon shall exercise at least the same level of fraud control in providing Operator Service to MCIm that Verizon provides for its own Operator Service.
- 6.1.4.6 Verizon shall perform billed number screening when handling collect, third party, and calling card calls, both for station-to-station and person-to-person call types.
- 6.1.4.7 Verizon shall refer subscriber account and other similar inquiries to the subscriber service centers reasonably designated in advance by MCIm from time to time.

- 6.1.4.8 Line Status Verification and Call Interrupt (LSV/CI)
 - 6.1.4.8.1 Verizon shall permit MCIm to connect its local Operator Service to Verizon's LSV/CI systems to enable MCIm to perform BLV/BLI services.
 - 6.1.4.8.2 Verizon shall engineer its LSV/CI facilities to accommodate the anticipated volume of BLV/BLI requests during the busy hour. MCIm may, from time to time, provide its anticipated volume of BLV/BLI requests to Verizon. In those instances when the LSV/CI systems become unavailable, Verizon shall inform MCIm as soon as practicable.
- 6.1.4.9 Where LNP is deployed and when a BLV/BLI request for a ported number is directed to a Verizon operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall if Technically Feasible confirm whether the number has been ported and shall direct the request to the appropriate operator.
- 6.1.4.10 Verizon shall allow MCIm to order provisioning of telephone line number (TLN) calling cards and billed number screening (BNS), in its LIDB, for ported numbers, as agreed by the Parties. Verizon shall continue to allow MCIm reasonable access to its LIDB for this purpose.

[Issue No. IV-82, resolved]

- **6.1.5 Directory Listing and Directory Distribution.** To the extent required by Applicable Law, Verizon will provide directory services to MCIm. Such services will be provided in accordance with the terms set forth herein.
 - 6.1.5.1 Listing Information. As used herein, "Listing Information" means a MCIm Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.
 - **6.1.5.2.** Listing Information Supply. MCIm shall provide to Verizon on a regularly scheduled basis, at no charge, and in <u>a</u> mutually agreed upon industry standard format (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each MCIm Customer whose service address location falls within the geographic area covered by

the relevant Verizon directory. MCIm shall also provide to Verizon, via mutually agreed to manual or electronic interface, as soon as possible after information is known by MCIm which may be on a daily basis, if applicable, (a) information showing MCIm Customers who have disconnected or terminated their service with MCIm; and (b) delivery information for each non-listed or non-published MCIm Customer to enable Verizon to perform it's directory distribution responsibilities. Verizon shall promptly provide to MCIm, (normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a query on any listing that is not acceptable.

- 6.1.5.3 Listing Inclusion and Distribution. Verizon shall include each MCIm Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such MCIm Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of MCIm's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. MCIm shall pay Verizon the same rate that Verizon charges its subscribers for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for MCIm's Customers.
- 6.1.5.4 Verizon Information. Upon request by MCIm, Verizon shall make available to MCIm the following information to the extent that Verizon provides such information to its own business offices a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. Verizon also will make available to MCIm, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual.
- 6.1.5.5 Confidentiality of Listing Information. Verizon shall accord MCIm Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license MCIm Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as MCIm Customers are not separately identified as such; and provided further that MCIm may identify those of its Customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent it does so for its own

Customers. Verizon shall not be obligated to compensate MCIm for Verizon's use or licensing of MCIm Listing Information.

6.1.5.6 Accuracy. Both Parties shall use commercially reasonable efforts to ensure the accurate publication of MCIm Customer listings. At MCIm's request, Verizon shall provide MCIm with a report of all MCIm Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by MCIm with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

[Subject to Issue V-11, Verizon proposes including an additional sentence to the end of this section. WCOM seeks exclusion of that sentence.]

- 6.1.5.7 Indemnification. MCIm shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, MCIm warrants to Verizon that MCIm has the right to provide such Listing Information to Verizon on behalf of its Customers. MCIm shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing
- **6.1.5.8 Liability.** MCIm agrees to take all reasonable steps, including, but not limited to, maintaining appropriate tariff or contractual provisions with its Customers, to ensure that its and Verizon's liability to MCIm's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers.
- 6.1.5.9 Service Information Pages. Verizon shall include all MCIm NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. MCIm's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when MCIm is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at MCIm's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, MCIm's critical contact information for MCIm's installation, repair and Customer service, as provided by MCIm, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier

and in accordance with Verizon's generally applicable policies. MCIm shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

- **6.1.5.10 Directory Publication.** Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.
- **6.1.5.11 Other Directory Services.** MCIm acknowledges that if MCIm desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

[Issue No. IV-82, resolved]

6.1.6 Intentionally Left Blank

[Issue No. IV-24, open 11/12/01]

- 6.1.7 Directory Assistance Data
 - 6.1.7.1 Verizon will provide to MCIm, and MCIm will pay Verizon for, directory assistance data at the rate and under the terms and conditions set forth in the Directory Assistance License Agreement executed by the Parties on November 19, 1998, and as may be subsequently amended by the Parties.

[Issue No. VI-1(BB), resolved]

Section 7. Telephone Numbers

- 7.1 This Section applies in connection with MCIm Customers served by Telecommunications Services provided by Verizon to MCIm for resale or a Local Switching Network Element provided by Verizon to MCIm.
- 7.2 MCIm's use of telephone numbers shall be subject to Applicable Law, the rules of the North American Numbering Council, and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section [7]), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.
- 7.3 Subject to Sections [7.2 and 7.4], if a Customer of either Verizon or MCIm who is served by a Verizon Telecommunications Service ("VTS") or a Verizon Local Switching Network Element ("VLSNE") changes the LEC that serves the Customer using such VTS or VLSNE (including a change from Verizon to MCIm, from MCIm to Verizon, or from MCIm to a LEC other than Verizon), after such change, the Customer may continue to

use with such VTS or VLSNE the telephone numbers that were assigned to the VTS or VLSNE for the use of such Customer by Verizon immediately prior to the change.

- 7.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to MCIm for resale, the type or class of service subscribed to by the Customer changes.
- 7.5 If service on a VTS or VLSNE provided by Verizon to MCIm under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to a MCIm switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, MCIm, or Telecommunications Carriers other than Verizon and MCIm.
- 7.6 MCIm may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone number

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ATTACHMENT IX

SECURITY

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ATTACHMENT IX

SECURITY

[Issue No. IV-43, resolved]

Section 1. Physical Security

- 1.1 MCIm shall access only equipment owned by MCIm and shall enter only those areas of Verizon's premises where such equipment is located. Verizon shall allow MCIm, after reasonable advance notice, to inspect areas that house or contain MCIm equipment or equipment enclosures in accordance with mutually acceptable procedures.
- 1.2 MCIm shall deliver to Verizon within thirty (30) days after the Effective Date of this Agreement and every sixty (60) days thereafter a current list of its employees and agents authorized to enter Verizon's premises. While on Verizon's premises, such employees or agents shall prominently display identification badges. If requested by Verizon, MCIm shall provide this information in an electronic format.
- 1.3 Each Party shall, while on the other's premises comply with the other's generally applicable security and safety procedures and requirements as may be provided from time to time by the other Party (including but not limited to signin, identification, and escort requirements); provided, however, that MCIm's procedures and requirements for access to its equipment areas shall be consistent with those established by Verizon for the relevant premises.
- 1.4 Neither Party shall tamper with or perform any activities upon the other's equipment located on its premises, except in case of emergency. In an emergency, the affected Party shall promptly notify the other of the emergency, take steps it deems appropriate to manage the emergency (using reasonable care under the circumstances to protect the other's equipment), and allow the other Party to access its premises to protect its equipment.
- 1.5 MCIm shall ensure that areas that house MCIm's equipment are adequately secured to prevent unauthorized entry. Verizon shall have no liability in this regard. MCIm shall furnish Verizon with all keys, entry codes, lock combinations, and other materials and information necessary for Verizon to gain entry to any secured MCIm area. Verizon shall limit access to such areas to its authorized employees and agents.
- 1.6 Each Party shall promptly notify the other of any breach by the other Party of the foregoing provisions.

1.7 MCIm shall ensure that MCIm equipment at Verizon's premises is suitable for use in the operational environment at such premises. Verizon shall have no liability in this regard, other than to maintain the general environmental conditions in the premises at normal operational levels suitable for its own equipment.

[Issue No. IV-44, resolved]

Section 2. Systems Security

- 2.1 Upon either Party's request, the Parties shall meet from time to time, as appropriate, to discuss and coordinate (as appropriate) the Parties' respective plans to minimize disruptions due to emergencies and disasters.
- 2.2 Each Party shall maintain a reasonable standard of information system security in its network, including its OSS interfaces.

[Issue No. IV-45, open 11/12/01]

Section 3. Fraud Prevention

- 3.1 Each Party shall make available to the other fraud prevention features, including prevention, detection, or control functionality, that may be embedded within any of the Network Elements in accordance with applicable Tariffs or as otherwise mutually agreed, such as 900 NPA and international blocking offered to business customers and aggregators.
- 3.2 Uncollectible or unbillable revenues from fraud and resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.
- 3.3 Neither Party shall be responsible to the other for any fraud incurred in connection with their respective service offerings, except that each Party shall indemnify and hold each other harmless for any losses payable to IXC carriers caused by "clip-on" fraud incurred as a result of unauthorized access to an indemnifying party's Service Area Concept ("SAC"); provided that the indemnifying party shall control all negotiations and settlements of such claims with the applicable IXC carriers.

[Issue No. IV-46, resolved]

Section 4. Law Enforcement

Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this agreement, including, but not limited to, the production of records, the establishment of new lines, or installation of

new services on an existing line in order to support law enforcement and/or national security operations, and the installation of wiretaps, trap and trace facilities and equipment, and dialed number recording facilities and equipment. In addition, each Party shall provide reasonable assistance to the other Party, to the extent permitted by Applicable Law, in connection with the foregoing, and with respect to emergency traces on and information retrieval from Customer invoked CLASS services.

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Attachment X

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This Attachment X is temporarily left blank because the issues involving this Attachment were deferred. WorldCom will update this Attachment X when appropriate.